

Make meaning of the text – Renee Apelo – Contracts Text

Evidence	Interpretation
(what the text says)	(what do you think it means)
<p>4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price, or final price identified therein. The designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.</p> <p>4.2 Substantive Changes. Suppose Client requests or instructs Changes that amount to a revision in or near excess of a percent (%) of the time required to produce the Deliverables and or the value or scope of the Services. In that case, the Designer shall be entitled to submit a new and separate Proposal to the Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, the Designer receives any additional retainer fees.</p> <p>8.1 Independent Contractor. The designer is an independent contractor, not an employee of the Client or any company affiliated with the Client. The designer shall provide the Services under the general direction of the Client. Still, the Designer shall determine, in the Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture, and neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to Client are contractual and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.</p>	<p>This section means changes to the agreement that are not covered by the scope of services shall be paid by the client on a time and materials basis. The designer is not responsible for changes exceeding the original contract price or deadlines.</p> <p>This means client changes that result in revision exceeding the specified percentage of delivery time, value, or scope of services entitles the Designer to submit a new proposal for approval by the client. Once approved and signed by the client, work on the requested changes can proceed.</p> <p>This section means that the designer is entitled to deliver the service as an independent contractor at its sole discretion, manner, and means. Unless clearly stated in the agreement, neither the Designer nor the client can represent the other party. The designer may grant all rights to the client if fully defined and written in the agreement.</p>